

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER WK4TNB-5089-Z001		PAGE 1 OF 22	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912PG-05-T-0236	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KAROLA KNAUTH		b. TELEPHONE NUMBER (No Collect Calls) 0931 2970 224		6. SOLICITATION ISSUE DATE 05-Apr-2005	
9. ISSUED BY RCO WUERZBURG FAULENBERG KASERNE, BLDG 216 NUERNBERGER STR. 51 WUERZBURG 97076 TEL: 0931-2970-4220 FAX: 0931-296-4846		CODE W912PG		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO 279TH BSB, ACS BLDG 7029, WARNER BARRACKS 96052 BAMBERG TEL: FAX:		CODE WK4TNB		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 22
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE			
			42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) BACK
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

GENERAL INFORMATION

Provide non-personal services as People Encouraging People (PEP) Program Specialist in accordance with the Performance Work Statement (PWS) attached herto (4 pages).

Performance Period: 01 May 05 – 30 September 05

Location: 279th BSB, ACS
Warner Barracks
Bldg. # 7029
96052 Bamberg

Partial payments will be made on a monthly basis and after submission of a proper invoice in accordance with the listed invoice process:

INVOICE PROCESS:

The contractor shall submit and invoice to the POC for certification. The invoice shall list the following information:

- contract number
- performance period
- Tax Identification # or Social Security Number

POC shall process all invoices and shall forward then to the appropriate Finance Office

TAXES:

The contractor is responsible for paying all federal, state and local taxes

POC: Ms. Knauth
DSN: 351-4214
Phone: 0931-2970-224

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		5	Months		

Monthly publicize and market the PEP
FFP

Monthly publicize and market the PEP program as specified in para 5a of the
PWS.

PURCHASE REQUEST NUMBER: WK4TNB-5089-Z001

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		10	Service		

PEP overviews
FFP

Provide two monthly PEP overviews as specified in para 5b of the PWS

PURCHASE REQUEST NUMBER: WK4TNB-5089-Z001

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		5	Months		

PEP preparation module

FFP

Monthly complete PEP preparation module as specified in para 5c of the PWS.

PURCHASE REQUEST NUMBER: WK4TNB-5089-Z001

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		5	Months		

Facilitate and teach the PEP program

FFP

Monthly facilitate and teach the PEP program as specified in para 5d of the PWS.

PURCHASE REQUEST NUMBER: WK4TNB-5089-Z001

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005

5

Months

Follow-up PEP module

FFP

Monthly complete the follow-up PEP module as specified in para 5e of the PWS.

PURCHASE REQUEST NUMBER: WK4TNB-5089-Z001

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0006

10

Service

Meeting with POC

FFP

Meet with POC twice a month as specified in para 5f of the PWS.

PURCHASE REQUEST NUMBER: WK4TNB-5089-Z001

NET AMT

FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.225-13	Restrictions on Certain Foreign Purchases	JAN 2004
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7002	Customs Exemptions (Germany)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.247-7023 Alt III	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior

to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: price

Technical and past performance, when combined, are n/a

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2003)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

____ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

 X 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

____ 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

 X 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

____ 52.232-36, Payment by Third Party (31 U.S.C. 3332).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components: N/A

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)(flow down required in accordance with paragraph (d) of FAR clause 52.247-64)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

Amendment to FAR 52.212-5:

-for overseas actions not exceeding the simplified acquisition threshold the paragraphs (c), (d) and (e) do not apply.

-for overseas actions exceeding the simplified acquisition threshold the paragraphs (c) and (e) do not apply.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov.far>

<http://farsite.hil.af.mil>

<http://www.dtic.mil/dfars>

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

CCE-204-4006 EXEMPTION FROM CENTRAL CONTRACTOR REGISTRATION (CCR) AND MANDATORY ELECTRONIC FUND TRANSFER (EFT) FOR U.S. CITIZENS PERFORMING WORK OVERSEAS (July 2003)

United States citizens with social security account numbers are exempt from mandatory enrollment in the DoD Central Contractor Registration (CCR) database and mandatory EFT pursuant to FAR Subpart 32.1103(b) when performing nonpersonal services, either part time or full time, to satisfy a requirement of the U.S. Army in Europe. This Class Deviation is granted pursuant to DFARS 201.404(b)(ii). The Class Deviation number is 2003-DEV-02 and will remain in effect until July 2008.

CCE-225-4001 (Revised 11 Dec 02) INSTALLATION ACCESS CONTROL

(a) Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by German law to work in Germany. Failure to submit required information/data and obtain required documentation or clearances in accordance with AE Regulation 190-16, Installation Access Control, will be grounds for denying access to U.S. installations and controlled areas. The Contractor is responsible to ensure that any Subcontractor used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any Subcontractor utilized by the contractor, are made aware of and comply with these requirements.

(b) The Contractor is responsible for being aware of and complying with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control (IAC) processing requirements.

(c) The Contractor is responsible for returning installation passes to the issuing Installation Access Control Office (IACO) when the contract is completed or when a contractor employee no longer requires access.

(d) AE 190-16 (and AE 190-16-G German translation) can be found on the following website:
<http://www.hq.usacce.army.mil/>

(e) Below is the responsible Organizational Sponsor & Installation Access Control Office for this contract:

Organizational Sponsor: 279th BSB, DCA, ACS, Mrs. Watkins

Location: Warner Barracks, Bamberg

Building No: 7029

DSN Phone No: 469-8769

Commercial Phone No: 0951-3008769

Installation Access Control Office: 279th BSB, PMO, Ms. Burkard

Location: Warner Barracks, Bamberg

Building No: 7108, Rm. 212

DSN Phone No: 469-7918

Commercial Phone No: 0951-300-7918

CCE-225-4003 Notice of Contractor Responsibility To Host Nation (May 2003)

This is a non-personal services contract with an individual acting as an independent contractor. As such, the contractor is not an employee of the US Government and it is solely the contractor's responsibility to determine his/her reporting and payment responsibilities under Host Nation tax and labor laws. Status as a member of the US Forces under the NATO SOFA Supplementary Agreement does not in itself relieve the contractor of responsibilities under Host Nation laws. Contractor should consult appropriate authorities and advisors on these matters. Department of Defense military and civilian personnel will not provide advice in these matters. Contractor shall hold harmless the US Government for any liability that may arise from the contractor's noncompliance with Host Nation laws.

(End of Clause)

CCE-232-4005 FOREIGN VENDORS REQUESTING PAYMENT VIA ELECTRONIC FUNDS TRANSFER (OCTOBER 2003)

Foreign vendors requesting payment via Electronic Funds Transfer (EFT) shall provide the following information on their invoice at time of invoice submission. Only one EFT instruction per invoice is authorized.

- (f) SWIFT CODE
- (g) BLZ or BANK ROUTING NUMBER
- (h) ACCOUNT NUMBER
- (i) BANK NAME
- (j) International Bank Account Number (IBAN) (If Applicable) --- IBAN is required for payments in Italy. IBAN applicability in Spain is anticipated in the near future. European countries are expected to be fully utilizing IBAN by the end of calendar year 2004.

WBG-204-4007 LEGAL AMERICAN HOLIDAYS

Work shall NOT be performed on American holidays.

- | | |
|-----------------------------|-------------------------------|
| 1. 1 January | New Year's Day |
| 2. 3rd Monday in January | Martin Luther King's Birthday |
| 3. 3rd Monday in February | Washington's Birthday |
| 4. Last Monday in May | Memorial Day |
| 5. 4th July | Independence Day |
| 6. 1st Monday in September | Labor Day |
| 7. 2nd Monday in October | Columbus Day |
| 8. 11 November | Veterans Day |
| 9. 4th Thursday in November | Thanksgiving Day |
| 10. 25th December | Christmas Day |

If U.S. holiday falls on a Saturday, then the official holiday is the preceding Friday. If U.S. holiday falls on a Sunday, then the official holiday is the following Monday.

WBG-204-4008 LEGAL GERMAN HOLIDAYS

Work shall be performed on German holidays.

1. New Years Day	Neujahr
2. Three King's Day *	Drei Koenig (* Only in Baden Wuerttemberg and Bavaria)
3. Good Friday	Karfreitag
4. Easter Sunday	Ostersonntag
5. Easter Monday	Ostermontag
6. Labor Day	Maifeiertag
7. Ascension Day	Christi Himmelfahrt
8. White Sunday	Pfingsten
9. White Monday	Pfingstmontag
10. Corpus Christi *	Fronleichnam (* Only in Baden-Wuerttemberg, Bavaria, Hessen, Northrhine-Westphalia, Rhineland-Paltinate, and Saarland)
11. Feast of Peace *	Friedensfest (* Only in Augsburg)
12. Assumption Day *	Maria Himmelfahrt (* Only in Saarland and Roman Catholic areas of Bavaria)
13. Day of German Unity	Tag der Deutschen Einheit
14. All Saints' Day *	Allerheiligen (* Only in Baden-Wuerttemberg, Bavaria, Northrhine-Westphalia, Rhineland-Paltinate and Saarland)
15. Day of Repentance	Buss und Bettag (* Only in Sachsen)
16. 1st Christmas Day	1. Weihnachtstag
17. 2nd Christmas Day	2. Weihnachtstag

(* Holidays marked with an asterisk are applicable only to the area(s) shown in brackets below each day marked so.)

WBG-237-4000 NON-PERSONAL SERVICE CONTRACTS (NATO SOFA STATUS)

In the event the Contractor qualifies for the contract with NATO SOFA status and subsequently loses that status, the contract is automatically terminated at no cost to the Government.

WBG-237-4001 CONFLICT OF INTEREST

If the contractor becomes employed by the U.S. Government, or any of its Non-appropriated Fund Instrumentalities (NAFI), subsequent to award of this contract, he or she will contact the Contracting Officer immediately to determine and resolve any potential conflict of interest.

WBG-237-4003 FEDERAL INCOME TAX WITHHOLDING

Payments made under this contract are not subject to Federal Income Tax or Social Security Tax Withholding. U.S. citizens are responsible for reporting the income on their annual income tax returns and ensuring compliance with federal, state and local tax laws.

WBG-244-4000 SUB-CONTRACTING – NON PERSONAL SERVICE CONTRACTS

a. The contractor will provide a qualified substitute for all periods of time he/she cannot perform the services. Substitutes must be approved by the Contracting Officer. The request for approval of a substitute must include:

- (1) Qualifications of the substitute
- (2) Evaluation of the qualifications and concurrence of the Requiring Activity
- (3) Relationship between the substitute and the Requiring Activity, if any
- (4) Current employment status of the substitute
- (5) Copy of the following documents:

- | | |
|--------------------------------------|--|
| (a) for Family Members: | Identification and Privilege Card (ID) |
| (b) for Members of the EC Countries: | Personalausweis or Reisepass |
| (c) for Members of Non-EC Countries: | Aufenthaltsgenehmigung (residence permit
and Arbeitserlaubnis (work permit) |

b. The substitute shall have no claim whatsoever against the Government for services rendered and the price to be paid to the substitute shall be a matter entirely between the Contractor and the substitute.

c. The contractor will identify all absences (except for emergencies) for the duration of the contract within two weeks of the contract being signed and will propose a written plan to the Point of Contact, to cover every aspect of the contract while he/she is absent.

d. In the event the Contractor fails to provide a satisfactory substitute to perform at any time which the Contractor does not perform, the Contractor hereby authorizes the Contracting Officer to procure the services of a satisfactory substitute for the account of the Contractor. The amount paid or owed to the substitute by the Government for such services shall be deducted from any amount due to the Contractor under this contract. This provision imposes no obligation on the Contracting Officer to exercise the foregoing authority and shall not be construed to diminish the rights of the Government under the clause entitled "Termination".

ADDENDUM TO FAR 52.212-1**ADDENDUM TO FAR 52.212-1, INSTRUCTIONS TO OFFERORS -
COMMERICAL ITEMS**

FAR 52.212-1 is hereby amended to reflect the changes shown below as to the specific paragraph revised.

Para (a) (on small business size and identification). This does not apply to this solicitation.

Para (b) **Submission of Offers.** The following amends this paragraph with respect to the information and documents required for submission to this solicitation:

- (k) **Quote a price for each line item in the Request for Quotation (RFQ).**
- (l) **Provide transcripts, resumes, letters of recommendations and/or other information to document that you meet the qualifications required in the Performance Work Statement (PWS)**
- (m) **In addition submit the following documents with the quotation:**
 - a. for Family Members:** Copy of Identification and Privilege Card (ID; both sides) and DEROS date
 - b. for Members of the EC countries:** Copy of Personalausweis or Reisepass
 - c. for Memers of Non-EC countries:** Aufenthaltsgenehmigung and Arbeitserlaubnis (residence and work permit)

Return completed packet to (mail, fax or e-mail):

Regional Contracting Office

ATTN: Karola Knauth

Building 216, Faulenberg Kaserne

**Nuernberger Strasse or
97076 Wuerzburg**

**UNIT 26622
APO AE 09244**

FAX: Civ 0931-2964871

E-mail address: ComCenter@rco.wbg.usacce.army.mil

Additional information:

a. Your price quote is for a non-personal service contract and it is important that you understand the terms and conditions of the contract. Some examples are:

Termination for Convenience of the Government: The Government can terminate the contract if services are no longer needed.

Termination for Cause: If the contractor fails to perform the services or any of the provisions of the contract. The contractor could be liable to the Government for any excess reprocurement costs for the services. The contractor has no authority to just terminate the contract.

b. This is not a contract for employment, rather it is a contract for services, therefore, an employer-employee relationship does not exist.

c. Read the Performance Work Statement carefully prior to submitting a quotation.

d. We recommend that you do not release your price quotation to anyone other than The RCO Wuerzburg.

Para (h) Multiple Award. This is amended as to state that only one (1) award will be made from this solicitation.

Para (i) Availability of Requirements document cited in the solicitation. This paragraph does not apply to this solicitation.

ADDENDUM TO FAR 52.212-2

ADDENDUM TO FAR 52.212-2, EVALUATION – COMMERCIAL ITEMS

(n) Only one contract will be awarded from this solicitation. Award will be on an “ALL OR NONE” basis. Price quotes for less than all of the solicited services will be rejected as nonconforming and unacceptable to the solicitation.

(o) Evaluation of offers will be made based on price, provided the qualification required in The Performance Work Statement (PWS) are met. Offers above the ceiling amount of \$6,000.00 will not be considered.

PWS

**PERFORMANCE WORK STATEMENT (PWS)
279TH BASE SUPPORT BATTALION (BSB)
ARMY COMMUNITY SERVICE (ACS)**

PEOPLE ENCOURAGING PEOPLE (PEP) PROGRAM SPECIALIST

1. General: The purpose of the PEP Specialist is to coordinate and conduct the People Encouraging People program to educate newcomers in the Bamberg German American community in areas related to available resources.

This contract is a non-personal services contract. The contractor is not a Government employee. The contractor may, when necessary, operate a U.S. Government vehicle with a valid USAREUR driver license.

2. Scope of Work: The PEP program will target newly arrived sponsors and civilians, leaders and liaisons of Family Readiness Groups and members of the Bamberg American military community who are in need of information regarding available resources. These services will be offered to soldiers, family members, civilian groups and professional groups from the Bamberg Military Community. The publicity campaigns, logistical set-up, lesson plans and handouts for these programs and presentations are all tasks of the contractor. The contractor will perform any additional duties required in order to enhance the PEP program.

3. Location of classes/workshops: Locations for the prevention programs will be on Warner Barracks 1, Warner Barracks 2, Warner Barracks 3, and Muna Barracks. The contractor will be provided office space at ACS, Warner Barracks 1.

4. Hours of operation: Seventy percent (70%) of the work is to be performed between the hours of 0730-1630. Contractor will be in the office between the hours of 1200 -1300 daily to answer questions regarding the PEP program with the exception of PEP week. Some work is occasionally required to be accomplished in the evenings or weekends in order to meet the needs of the clientele. Contractor will not perform services on American holidays.

5. Contractor will provide the following specific tasks:

a. Monthly publicize and market the PEP program through all available media to include information briefings, creating flyers and distributing them to FRG's, the Community Chapel, school newsletters, Community News Magazine, the Community Calendar, "A, B, C Distribution", welcome packets, advertising on information marquees, submitting articles to the Bamberg Beat magazine and conducting radio spots on AFN.

b. Provide two monthly PEP overviews to unit and community audiences, to include, Family Readiness Groups (FRG), chapel groups, CYS providers and emergency placement care providers (foster parents). These briefings will include PEP program overviews and portions of the agenda for upcoming events such as Community Resource Forums, FRG leaders training. The sessions will be a minimum of 30 minutes in length.

c. Monthly complete the preparation module in accordance with (IAW) the PEP SOP. The preparation module will include preparing the 25 participant handbooks, updating training materials, calling briefers each month to remind them of their PEP briefing, signing up participants, sending letters of confirmation to participants in advance of the program, calling participants each month to confirm attendance and answer questions, reserving the rooms for the program briefings, reserving the bus for transportation, arranging for childcare in coordination with CYS IAW ACS procedures, purchasing bus tickets, setting up the classroom, shopping for supplies, and typing up checklist of participants.

d. Monthly facilitate and teach during the 5 day PEP Program IAW the PEP SOP. The program lasts five days, 7 hours per day. Additional duties include making any necessary contacts such as contacting the FRG leaders for the Friday lunchtime meeting, typing up the phone roster, and troubleshooting any participant or logistical problems.

e. Monthly complete the follow-up module IAW the PEP SOP. The follow-up module will include dropping off film for processing, picking up photographs, preparing and sending out thank-you and follow-up notes (with photographs), breaking down the classroom, writing and requesting scrolls of appreciation, washing the tablecloths, preparing the program statistics, copying the feedback sheets for the Program Manager and the chain of command and submitting the after action report.

f. Twice a month the Contractor will meet with the point of contact (POC) to discuss program issues and progress. This meeting will be a approximately 60 minutes. At this meeting the contractor will provide the POC with a weekly statistical report per presentation, to include total attendance, rank breakdown of attendance, date, title of presentation. Attendance rosters and feedback sheets will accompany each statistical report.

6. Contractor will accomplish the following in conjunction with the classes/workshops:

a. Develop lesson plans for the classes/workshops.

b. Publicize services to community in advance of the classes/workshops.

c. Contractor will solicit from each class participant a written evaluation of the course's effectiveness. Contractor shall provide evaluations to the POC.

d. Contractor will report to the POC any disruptive or destructive behavior by participants. Contractor will report any suspected incidents of violence (child/spouse abuse) to the appropriate authorities (i.e. military police) and the FAP Manager.

e. Contractor will arrange the logistics for the presentations and programs outlined in section 5, to include child-care needs. Child-care will be coordinated by the contractor with CYS.

f. In accordance with PEP procedures, the contractor will be responsible for maintaining records and files, which support the services provided by this contract. Files must be maintained in a secured area.

7. Qualifications: At a minimum, one year work experience in preparing correspondence and maintaining files, at least one year work experience with computer software programs, specifically: MS Word, Excel, Powerpoint, E-mail and Internet. Additionally contractor must possess the ability to present information orally and in written format (i.e. marketing). Effective interaction with various individuals is imperative. Ability to speak English clearly and with excellent comprehension is essential.

8. Disclosure of Information: Confidentiality of client information and content of group discussion will be respected. The sharing of client information other than with the POC is strictly prohibited. Breach of confidentiality may result in immediate contract termination. Disclosure of the relative information is the responsibility of the POC.

9. Support:

a. Contractor shall be authorized use of ACS telephones for local and long distance calls under the program guidelines **on a space available basis.**

b. A photocopy machine at ACS will be made available for use by the Contractor to fulfill contract requirements **on a space available basis.** Copies in excess of twenty five (25) that are required for continuing needs will be sent by the contractor, to reproduction at least two weeks in advance.

c. Requests for audio visual training aids must be submitted ten working days prior to the date for which they are required to the POC.

d. Government property will be made available for use in the performance of the services described in this PWS. The Government will provide furnishings (chairs, tables, blackboard), educational materials, supplies (paper, pens, staples etc.) and support equipment (computer access, fax machine access, email access) for all classes conducted under the guidelines of this contract. The contractor will be responsible for safeguarding all government property.

10. Contractor Furnished Property: Contractor shall provide his/her own transportation and all necessary equipment to fulfill this contract except as stated above. Contractor will establish home office hours and publish home business telephone number in order to receive phone calls from clients and ACS office.

11. Physical Security: The contractor will establish and implement methods to ensure that physical security of all U.S. Government property and facilities is taken care of. Locking of external doors and windows is necessary when leaving the facility. Internal doors should be locked to protect Government property. Access to office areas should be monitored and limited.

12. Safety: The contractor will be aware of local safety requirements and ensure that all reasonable efforts are made to protect all persons from harm and the U.S. Government property from damage. The Government will not be responsible in any way for damage to the contractor's supplies, materials, equipment, or other personal belongings due to fire, theft, accident or other disaster.

13. Restrictions: Government property made available under this contract is only for use in the performance of services described in this contract.

14. Liability: For the purpose of this Contract, the Contractor is considered an independent contractor and not as an agent of the U.S. Government. During performance, the Contractor shall be liable and will indemnify and hold harmless the Government, its agents and employees against all actions or claims for damages to persons or property, including death arising or resulting from fault, negligence, wrongful act, or wrongful omission of the Contractor, his/her agents or employees.

15. Quality Control Plan (QCP): The contractor will establish a QCP to ensure the fulfillment of the requirements of this contract. The plan will outline how the tasks of this contract will be completed and the milestone dates. Contractor format of the QCP is acceptable. This plan will be given to the POC within 15 days after contract award. The QCP will be approved by the POC within 15 days of receipt of an acceptable plan.

APPLICATION FORM

APPLICATION FOR CONTRACT POSITION

Position Title: People Encouraging People Program Specialist,

Location: 279th BSB, ACS, Warner Barracks Bamberg, Bldg. # 7029

1.Name:

2. Civilian Address:

3. Phone: Work:

Home

4. Education and Qualifications:

Address all paragraphs of item 1.2 QUALIFICATIONS of the Performance Work Statement and provide transcripts and current resume to demonstrate that you in fact meet the qualifications required